

ORIGINAL

FILED

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COURT CLERK'S OFFICE
SOUTHERN DISTRICT OF CALIFORNIA

BY JK DEPUTY

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11 Attorneys for Defendants
12 DELTA-T GROUP, INC.,
13 DELTA-T GROUP SAN DIEGO, INC., and
14 DELTA-T GROUP LOS ANGELES, INC.

15 UNITED STATES DISTRICT COURT
16 SOUTHERN DISTRICT OF CALIFORNIA

BY FAX

17 VONDA NORRIS-WILSON, and
18 ABIGAIL PAPA, individually and on
19 behalf of other members of the general
20 public,

Plaintiffs,

v.

21 DELTA-T GROUP, INC., DELTA-T
22 GROUP SAN DIEGO, INC., and
23 DELTA-T GROUP LOS ANGELES,
24 INC.,

Defendants

Case No. 09cv0916 LAB RBB
NOTICE OF REMOVAL OF
CIVIL ACTION; DECLARATION
OF SCOTT MCANDREWS

Complaint Filed: March 18, 2009

(Superior Court of California, County
of San Diego Case No. 37-2009-
00085524-CU-OE-CTL)

TO THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF CALIFORNIA AND TO PLAINTIFFS AND THEIR COUNSEL
OF RECORD:

1 PLEASE TAKE NOTICE that defendants Delta-T Group, Inc., Delta-T
2 Group San Diego, Inc. and Delta-T Group Los Angeles, Inc. ("Delta-T" or
3 "Defendants") file this Notice of Removal pursuant to 28 U.S.C. sections 1441 and
4 1446, asserting original federal jurisdiction under 28 U.S.C. section 1332(d)(2), to
5 effect the removal of the above-captioned action, which was originally commenced
6 in the Superior Court of the State of California in and for the County of San Diego.
7 This Court has original jurisdiction over the action pursuant to the Class Action
8 Fairness Act of 2005 ("CAFA") for the following reasons:

9 BACKGROUND

10 1. On March 26, 2009, plaintiffs Vonda-Norris-Wilson and Abigail Papa
11 ("Plaintiffs") filed a "Class Action Complaint for Damages, Restitution, and
12 Injunctive Relief" (the "Complaint"). The Complaint, Summons, Notice of
13 Related Case, and accompanying papers are attached as Exhibit A.

14 2. The Complaint purports to assert six claims for relief against
15 Defendants, all premised on the claim that Plaintiffs were misclassified as
16 independent contractors, and were actually employees of Defendants. Plaintiffs
17 claims are for: (1) "Violation of Wage and Hour Laws" (payment of overtime), (2)
18 waiting time penalties, (3) payments for denied meal and rest periods, (4) penalties
19 for wage statement violations, (5) indemnification of business expenses, and (6)
20 restitution under Business & Professions Code section 17200, *et seq.* (unfair
21 competition).

22 3. Plaintiffs seeks to represent a class of "[a]ll persons who currently
23 work or have worked in California for Defendant(s) as healthcare workers from
24 March 10, 2005 to the present, and are/were classified as independent contractors
25 by Defendants." (Complaint, ¶ 29.) Plaintiffs allege that the proposed class
26 includes in excess of 2,500 individuals. (Complaint, ¶ 31.)

27

28

TIMELINESS OF REMOVAL

2 4. Defendants were served with the Complaint on March 31, 2009. This
3 Notice of Removal is timely as it is filed within thirty (30) days of the service on
4 Defendants. 28 U.S.C. § 1446(b).

5 5. Defendants filed their Answer in the Superior Court of the State of
6 California, County of San Diego, on April 29, 2009. A copy of the Answer is
7 attached hereto as Exhibit B.

ORIGINAL JURISDICTION — CLASS ACTION FAIRNESS ACT

9 6. This Court has original jurisdiction of this action under CAFA,
10 codified in pertinent part at 28 U.S.C. § 1332(d)(2). As set forth below, this action
11 is properly removable, pursuant to 28 U.S.C. § 1441(a), in that the district court
12 has original jurisdiction over the action, because, based on Plaintiffs' allegations,
13 the aggregated amount in controversy exceeds \$5,000,000, exclusive of interest
14 and costs, and the action is a class action in which the named plaintiffs are citizens
15 of a state that is different from that of a primary defendant. 28 U.S.C. §§
16 1332(d)(2) & (d)(6). Furthermore, the number of putative class members is greater
17 than 100. 28 U.S.C. § 1332 (d)(5)(B). (Complaint, ¶ 31.)

DIVERSE CITIZENSHIP OF THE PARTIES

19 7. *Plaintiffs' Citizenship.* Plaintiffs allege that plaintiff Vonda Norris-
20 Wilson is a resident of the State of California, County of San Diego County and
21 that plaintiff Abagail Papa is a resident of the State of California, County of
22 Riverside. (Complaint, ¶¶ 4, 5.) On this basis, Defendants are informed and
23 believe that Plaintiffs are, and at all times since the commencement of this action
24 have been, individuals who are citizens of the State of California. For diversity
25 purposes, a person is a "citizen" of the state in which he is domiciled. *Kantor v.*
26 *Wellesly Galleriees, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983).

1 8. *Defendants' Citizenship.* Defendant Delta-T Group, Inc. is
2 incorporated in the State of Pennsylvania with its principle place of business in
3 Pennsylvania. (Complaint, ¶ 6.) Defendants Delta-T Group San Diego, Inc. and
4 Delta-T Group Los Angeles, Inc. are citizens of the State of California.
5 (Complaint, ¶¶ 7-8.)

AMOUNT IN CONTROVERSY

7 9. Under CAFA, the claims of the individual members in a class action
8 are aggregated to determine if the amount in controversy exceeds the sum or value
9 of \$5,000,000. 28 U.S.C. § 1332(d)(6). In addition, Congress intended for federal
10 jurisdiction to be appropriate under CAFA “if the value of the matter in litigation
11 exceeds \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of
12 the defendant, and regardless of the type of relief sought (e.g., damages, injunctive
13 relief, or declaratory relief).” Senate Judiciary Committee Report, S. REP. 109-14,
14 at 49. Moreover, the Senate Judiciary Committee’s Report on the final version of
15 CAFA makes clear that any doubts regarding the maintenance of interstate class
16 actions in state or federal court should be resolved in favor of federal jurisdiction.
17 S. REP. 109-14, at 49 (“[I]f a federal court is uncertain about whether ‘all matters
18 in controversy’ in a purported class action ‘do not in the aggregate exceed the sum
19 or value of \$5,000,000,’ the court should err in favor of exercising jurisdiction over
20 the case Overall, new section 1332(d) is intended to expand substantially
21 federal court jurisdiction over class actions. Its provisions should be read broadly,
22 with a strong preference that interstate class actions should be heard in a federal
23 court if properly removed by any defendant.”).

24 10. The alleged amount in controversy in this class action, in the
25 aggregate, exceeds \$5,000,000. Defendants deny Plaintiffs are entitled to anything
26 by their Complaint, as all of Plaintiffs' claims rest on the false assumption that the
27 contractors are employees. Nevertheless, the amount in controversy is dictated by

1 Plaintiffs' claims, not the merits, and there are five separate sources for potential
 2 remedies and penalties in the Complaint: (1) allegedly unpaid overtime wages, (2)
 3 waiting time penalties, (3) payments for failing to provide meal and rest periods,
 4 (4) wage statement penalties, and (5) reimbursement of business expenses.

5 a. *Overtime.* Plaintiffs do not allege any amounts of unpaid
 6 overtime. The Complaint alleges, however, 2,500 potential class members.
 7 (Complaint, ¶ 31.) Although the average hourly rates received by the contractors
 8 varied substantially from contractor to contractor, the contractors averaged
 9 approximately \$15/hour during the time period alleged in the Complaint.
 10 (McAndrews Decl., ¶ 3.) If Defendants were held to be liable for unpaid overtime
 11 wages, Defendant could owe an overtime premium rate of 0.5 of the hourly rate
 12 for the overtime hours. Assuming 105 contractors provided services in an
 13 average week (see McAndrews Decl., ¶ 5), there was one hour of overtime per
 14 person per week, and roughly 200 weeks exist in the time period alleged by
 15 Plaintiffs, the potential unpaid overtime exposure is approximately \$157,500
 16 [105 contractors x 0.5 premium x \$15 x 200 weeks]. If there were two hours per
 17 week, the potential unpaid overtime exposure is approximately \$315,000.

18 b. *Waiting time penalties.* The Complaint does not allege the
 19 number of potential class members that have allegedly "terminated." Defendants
 20 estimate that approximate 900 contractors have not recently provided services
 21 through Defendants' referrals during the statutory period. (McAndrews Decl., ¶
 22 4.) If all of these contractors were found to be "discharged" under Labor Code
 23 section 203, and if no good faith dispute defense to the penalties existed, the
 24 potential exposure could be \$3,240,000 [900 contractors x \$15/hour x 8 hours x
 25 30 days].

26 c. *Meal and rest periods.* The Complaint does not allege the
 27 number of days in which Defendants failed to provide a required meal or rest

1 period. Nevertheless, assuming there were an average of 105 class members
 2 working at any one time (*see* McAndrews Decl., ¶ 5), and one day per week with
 3 a denied meal or rest period, there is a potential exposure of \$315,000. [105
 4 contractors x \$15/hour x 1 day/week X 200 weeks]

5 d. *Wage statements.* Plaintiffs allege that they and the class
 6 members are entitled to a maximum penalty for wage statements violations of
 7 \$4,000. (Complaint, ¶ 65.) Given 2,500 class members alleged by Plaintiffs, this
 8 claim alone has a potential exposure of \$10,000,000 -- *double* the amount
 9 required for CAFA removal jurisdiction.

10 e. *Business expenses.* The Complaint does not an allege any
 11 amount for unreimbursed business expenses. Assuming 2,500 class members,
 12 and each class member had \$200 in expenses for which Defendants were required
 13 to reimburse, the potential exposure is \$500,000.

14 Defendants deny the validity of any of Plaintiffs' theories of recovery.
 15 Nevertheless, it is clear that the potential amount at issue in this case, using
 16 Plaintiffs' own allegations, is greater than \$5,000,000.

17 12. Although the alleged damages and penalties amount to more than \$5
 18 million standing alone, the Complaint alleges that class members are entitled to
 19 recover attorney's fees. (Complaint, ¶¶ 45, 51, 65, 70, 76, and Prayer, p. 14, line
 20 25.) Requests for attorney's fees must be taken into account in ascertaining the
 21 amount in controversy. *See Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th
 22 Cir. 1998) (claims for statutory attorney's fees to be included in amount in
 23 controversy, regardless of whether award is discretionary or mandatory).

24 13. Because diversity of citizenship exists, Plaintiffs, being citizens of the
 25 state of California (and other putative class members presumably being citizens of
 26 the state of California as well), and a primary defendant is the citizen of
 27 Pennsylvania, and because the amount in controversy exceeds \$5,000,000, this

1 Court has original jurisdiction of this action pursuant to 28 U.S.C. § 1332(d)(2).
2 This action is therefore a proper one for removal to this Court pursuant to 28
3 U.S.C. § 1441(a).

4 RELATED CASE PENDING IN U.S.D.C. – E.D. OF PENNSYLVANIA

5 14. This case is also appropriate for removal to the United States District
6 Court because there is already a related case, brought by the same counsel, on
7 behalf of a putative class that includes the proposed class in the Complaint, and
8 asserting equivalent claims. This related case is *Bamgbose, et al. v. Delta-T*
9 *Group, Inc. et al.*, U.S.D.C. Case No. 2:09-cv-00667-MAM, pending in the Eastern
10 District of Pennsylvania, and filed on February 17, 2009. (Notice of Related Case,
11 Ex. A.) As acknowledged by Plaintiffs in their Notice of Related Case, the
12 *Bamgbose* case “involves the same parties and is based on the same or similar
13 claims,” and “arises from the same or substantially identical transactions, incidents,
14 or events requiring the determination of the same or substantially identical
15 questions of law or fact.” (Ex. A.)

16 15. The *Bamgbose* action is not only related to this Complaint --
17 involving the same parties claims and questions of law and fact -- but Plaintiffs
18 have affirmatively opted-in to the *Bamgbose* action. (The Notice of Consent
19 Filings by Plaintiffs Vonda Norris-Wilson and Abigail Papa are attached to this
20 Notice of Removal as Exhibit D.) Accordingly, it would be inefficient and
21 improper to have a superior court lawsuit proceed that duplicates an already-
22 pending case in the Eastern District of Pennsylvania.

23 NO EXCEPTION TO CAFA REMOVAL JURISDICTION APPLIES

24 16. The party seeking removal does not bear the burden establishing an
25 exception to CAFA removal jurisdiction; the burden to establish an exception rests
26 with a plaintiff seeking remand. *Serrano v. 180 Connect, Inc.*, 478 F.3d 1018,
27 1021-22 (9th Cir. 2007). Nevertheless, Plaintiffs would be unable to meet their
28

1 burden of showing an exception to CAFA removal jurisdiction. The “local
2 controversy exception to CAFA removal jurisdiction does not apply because
3 during the past three years, another class action “has been filed asserting the same
4 or similar factual allegations against any of the defendants on behalf of the same or
5 other persons.” 28 U.S.C. § 1332(d)(4)(A)(ii). As explained *supra* in Paragraphs
6 14-15, *Bamgbose* is a related class action complaint against defendant Delta-T
7 Group, Inc., on behalf of the same employees and for equivalent claims, which has
8 been filed in the Eastern District of Pennsylvania.

9 17. The “home state” controversy exception does not apply because
10 Delta-T Group, Inc., a Pennsylvania citizen, is a “primary defendant” in this action.
11 28 U.S.C. § 1332(d)(4)(B). Plaintiffs’ allegations that Delta-T Group, Inc. is liable
12 for the claims of the entire class are sufficient to establish it as a “primary
13 defendant.” *Harrington v. Mattel, Inc.*, 2007 U.S. Dist. LEXIS 95401, *16-17
14 (N.D. Cal. 2007).

VENUE AND INTRADISTRICT ASSIGNMENT

16 18. Venue lies in the Southern District of California pursuant to 28 U.S.C.
17 Section 1441, 1446(a), and 84(c)(2). This action originally was brought in the
18 Superior Court of the State of California, County of San Diego, and allegedly
19 arises out of services provided by Plaintiffs in San Diego County.

NOTICE OF REMOVAL

19. This Notice of Removal will be promptly served on Plaintiffs and
20 filed with the Clerk of the Superior Court of the State of California in and for the
21 County of San Diego.

24 20. In compliance with 28 U.S.C. section 1446(a), true and correct copies
25 of all "process, pleadings, and orders" from the state court action served on
26 Defendants or filed by Defendants are attached hereto as the following exhibits:

1 A—Summons and Complaint and related notices from the San Diego
2 Superior Court;

B—Defendants’ Answer to Plaintiffs’ Unverified Complaint; and

4 C—Defendants' Peremptory Challenge.

5

6 WHEREFORE, Defendants request that the above action pending before the
7 Superior Court of the State of California for the County of San Diego be removed
8 to the United States District Court for the Southern District of California.

9

10 | DATED: April 30, 2009

SEYFARTH SHAW LLP

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By J. C. Steele

~~John A. Van Hook~~
Attorneys for Defendants

**Attorneys for Defendants
DUKE ATT GROUP, INC.**

DELT A-T GROUP, INC., DELTA-T
GROUP SAN DIEGO, INC. AND
DELTA-T GROUP LOS ANGELES,
INC.

Declaration of Scott McAndrews

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

11 VONDA NORRIS-WILSON, and
12 ABIGAIL PAPA, individually and on
behalf of other members of the general
public,

Case No.

**DECLARATION OF SCOTT
MCANDREWS IN SUPPORT OF
DEFENDANTS' REMOVAL TO
DISTRICT COURT**

Plaintiffs.

v.

15 DELTA-T GROUP, INC., DELTA-T
16 GROUP SAN DIEGO, INC., and
17 DELTA-T GROUP LOS ANGELES,
INC..

Defendants

I, Scott McAndrews, declare as follows:

1. I have personal knowledge of the facts stated herein, and if called to testify, I could and would testify competently thereto.

4 2. I am employed as the Vice President for Delta-T Group, Inc., Delta-T
5 Group San Diego, Inc., and Delta-T Los Angeles, Inc., the defendants in the above-
6 captioned lawsuit (the “Defendants”). In this position, I am charge of overseeing
7 our financial systems, including contractor billing.

1 3. I understand that Plaintiffs' complaint alleges that the relevant time
2 period in this case is from March 10, 2005 to the present. During this time period,
3 the average hourly rates for which Defendants processed contractor invoices for
4 services rendered by the contractors for their clients in California varied
5 substantially. However, the approximate average hourly rate charged by
6 Defendants' California contractors during this period was \$15 per hour.

7 4. Many California contractors who provided services for clients referred
8 by Defendants since March 10, 2005, are no longer providing services through
9 Delta-T referrals. I estimate that approximately 900 contractors have stopped
10 provided services through Delta-T referrals during this time period, although it is
11 possible that many of these contractors will accept referrals from Defendants in the
12 future.

13 5. In the time period of March 10, 2005 to the present, approximately
14 105 California contractors accepted referrals through Defendants in an average
15 week.

I declare under penalty of perjury under the laws of the State of California
and the United States of America that the forgoing is true and correct.

Executed this 30th day of April, 2009, at Bryn Mawr, Pennsylvania.


Scott McAndrews

EXHIBIT A

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

Delta-T Group, Inc., Delta-T Group San Diego, Inc., and Delta-T Group Los Angeles, Inc.

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Vonda Norris-Wilson and Abigail Papa, individually, on behalf of other similarly situated individuals, and on behalf of the general public.

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORT)

F I L E D

Clerk of the Superior Court

MAR 2 6 2009

By: G. Little, Deputy

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/seithelp), or by contacting your local court or county bar association.

Tiene 30 DIAS DE CALENDARIO después de que le entreguen este oficio y papeles legales para presentar una respuesta por escrito en ese plazo y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto al que procesen su caso en la carta. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/seithelp/espanol), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte lo podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otras requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de orientación a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/seithelp/espanol) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

San Diego Superior Court, Central Courthouse
220 West Broadway

San Diego, CA 92101

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Nichols Kaster, PLLP, Paul J. Lukas, Michele R. Fisher, Robekah L. Bailey, 4600 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402, (612) 256-3200

DATE: MAR 2 6 2009 Clerk, by G. LITTLE Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de este oficio use el formulario Proof of Service of Summons (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under:	<input checked="" type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
	<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
	<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
	<input type="checkbox"/> other (specify):	

4. by personal delivery on (date):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS:	350 West Broadway
MAILING ADDRESS:	330 West Broadway
CITY AND ZIP CODE:	San Diego, CA 92101
JURISDICTION:	General
TELEPHONE NUMBER:	(619) 450-7000
PLAINTIFF(S) / PETITIONER(S): Vonda Norris-Wilson	
DEFENDANT(S) / RESPONDENT(S): Delta-T Group, Inc. et al.	
NORRIS-WILSON VS. DELTA-T GROUP, INC.	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER:
	37-2009-00085524-CU-OE-CTL

Judge: Jay M. Bloom

Department: C-70

COMPLAINT/PETITION FILED: 03/18/2009

CASES ASSIGNED TO THE PROBATE DIVISION ARE NOT REQUIRED TO COMPLY WITH THE CIVIL REQUIREMENTS LISTED BELOW

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT).

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil consists of all cases except: Small claims appeals, petitions, and unlawful detainers.

COMPLAINTS: Complaints must be served on all named defendants, and a CERTIFICATE OF SERVICE (SDSC CIV-346) filed within 60 days of filing. This is a mandatory document and may not be substituted by the filing of any other document.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than a 15 day extension which must be in writing and filed with the Court.)

DEFAULT: If the defendant has not generally appeared and no extension has been granted, the plaintiff must request default within 45 days of the filing of the Certificate of Service.

THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO LITIGATION, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. MEDIATION SERVICES ARE AVAILABLE UNDER THE DISPUTE RESOLUTION PROGRAMS ACT AND OTHER PROVIDERS. SEE ADR INFORMATION PACKET AND STIPULATION.

YOU MAY ALSO BE ORDERED TO PARTICIPATE IN ARBITRATION PURSUANT TO CCP 1141.10 AT THE CASE MANAGEMENT CONFERENCE. THE FEE FOR THESE SERVICES WILL BE PAID BY THE COURT IF ALL PARTIES HAVE APPEARED IN THE CASE AND THE COURT ORDERS THE CASE TO ARBITRATION PURSUANT TO CCP 1141.10. THE CASE MANAGEMENT CONFERENCE WILL BE CANCELLED IF YOU FILE FORM SDSC CIV-359 PRIOR TO THAT HEARING

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): NICHOLS KASTER, PLLP, Paul J. Lukas, MN 22084X (pro hac vice application forthcoming), Michele R. Fisher, MN 303069 (pro hac vice application forthcoming), Rebekah L. Bailey, CA 258551, 4600 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402 TELEPHONE NO.: (612) 256-3200 FAX NO. (OPTIONAL) (612) 338-4878 E-MAIL ADDRESS (optional): lukas@nka.com, fisher@nka.com, bailey@nka.com ATTORNEY FOR (Name): Vonda Norris-Wilson, Abigail Papa, et al. 		CM-015 FOR COURT USE ONLY/VISION 2009 MAR 18 A 11:53 SUPERIOR COURT SAN DIEGO COUNTY, CA
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego, Central Division STREET ADDRESS: 220 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME:		
PLAINTIFF/PETITIONER: Vonda Norris-Wilson, Abigail Papa, et al. DEFENDANT/RESPONDENT: Delta-T Group, et al.		CASE NUMBER: 37-2009-00086524-CU-OE-CTL
		JUDICIAL OFFICER:
NOTICE OF RELATED CASE		DEPT#

Identify, in chronological order according to date of filing, all cases related to the case referenced above.

1. a. Title: Bamgbose, et al. v. Delta-T Group, Inc., Delta-T Group Social Service Staffing, Inc., DOES 1-4
 b. Case number: 2:09-cv-00667-MAM
 c. Court: same as above
 other state or federal court (name and address): U.S. District Court, Eastern District of Pennsylvania
 d. Department: civil 601 Market St., Rm # 2609, Philadelphia, PA 19106
 e. Case type: limited civil unlimited civil probate family law other (specify): Federal question.
 f. Filing date: 02/17/2009
 g. Has this case been designated or determined as "complex"? Yes No
 h. Relationship of this case to the case referenced above (check all that apply):
 involves the same parties and is based on the same or similar claims.
 arises from the same or substantially identical transactions, incidents, or events requiring the determination of the same or substantially identical questions of law or fact.
 involves claims against, title to, possession of, or damages to the same property.
 is likely for other reasons to require substantial duplication of judicial resources if heard by different judges.
 Additional explanation is attached in attachment 1
 i. Status of case:
 pending
 dismissed with without prejudice
 disposed of by judgment
2. a. Title:
 b. Case number:
 c. Court: same as above
 other state or federal court (name and address):
 d. Department:

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

CASE NUMBER: 37-2009-00085524-CU-OE-CTL CASE TITLE: Norris-Wilson vs. Delta-T Group, Inc.

NOTICE TO LITIGANTS/ADR INFORMATION PACKAGE

You are required to serve a copy of this Notice to Litigants/ADR Information Package and a copy of the blank Stipulation to Alternative Dispute Resolution Process (received from the Civil Business Office at the time of filing) with a copy of the Summons and Complaint on all defendants in accordance with San Diego Superior Court Rule 2.1.6, Division II and CRC Rule 201.B.

ADR POLICY

It is the policy of the San Diego Superior Court to strongly support the use of Alternative Dispute Resolution ("ADR") in all general civil cases. The court has long recognized the value of early case management intervention and the use of alternative dispute resolution options for amenable and eligible cases. The use of ADR will be discussed at all Case Management Conferences. It is the court's expectation that litigants will utilize some form of ADR – i.e. the court's mediation or arbitration programs or other available private ADR options as a mechanism for case settlement before trial.

ADR OPTIONS

1) CIVIL MEDIATION PROGRAM: The San Diego Superior Court Civil Mediation Program is designed to assist parties with the early resolution of their dispute. All general civil independent calendar cases, including construction defect, complex and eminent domain cases are eligible to participant in the program. Limited civil collection cases are not eligible at this time. San Diego Superior Court Local Rule 2.31, Division II addresses this program specifically. Mediation is a non-binding process in which a trained mediator 1) facilitates communication between disputants, and 2) assists parties in reaching a mutually acceptable resolution of all or part of their dispute. In this process, the mediator carefully explores not only the relevant evidence and law, but also the parties' underlying interests, needs and priorities. The mediator is not the decision-maker and will not resolve the dispute – the parties do. Mediation is a flexible, informal and confidential process that is less stressful than a formalized trial. It can also save time and money, allow for greater client participation and allow for more flexibility in creating a resolution.

Assignment to Mediation, Cost and Timeline: Parties may stipulate to mediation at any time up to the CMC or may stipulate to mediation at the CMC. Mediator fees and expenses are split equally by the parties, unless otherwise agreed. Mediators on the court's approved panel have agreed to the court's payment schedule for county-referred mediation: \$150.00 per hour for each of the first two hours and their individual rate per hour thereafter. Parties may select any mediator, however, the court maintains a panel of court-approved mediators who have satisfied panel requirements and who must adhere to ethical standards. All court-approved mediator fees and other policies are listed in the Mediator Directory at each court location to assist parties with selection. **Discovery:** Parties do not need to conduct full discovery in the case before mediation is considered, utilized or referred. **Attendance at Mediation:** Trial counsel, parties and all persons with full authority to settle the case must personally attend the mediation, unless excused by the court for good cause.

2) JUDICIAL ARBITRATION: Judicial Arbitration is a binding or non-binding process where an arbitrator applies the law to the facts of the case and issues an award. The goal of judicial arbitration is to provide parties with an adjudication that is earlier, faster, less formal and less expensive than trial. The arbitrator's award may either become the judgment in the case if all parties accept or if no trial de novo is requested within the required time. Either party may reject the award and request a trial de novo before the assigned judge if the arbitration was non-binding. If a trial de novo is requested, the trial will usually be scheduled within a year of the filing date.

Assignment to Arbitration, Cost and Timeline: Parties may stipulate to binding or non-binding judicial arbitration or the Judge may order the matter to arbitration at the case management conference, held approximately 150 days after filing, if a case is valued at under \$50,000 and is "at issue". The court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. In addition, if parties select an arbitrator from the court's panel, the court will pay the arbitrator's fees. Superior Court Local Rules Division II Chapter 3 and Code of Civil Procedure 1141 et seq. address this program specifically.

3) SETTLEMENT CONFERENCES: The goal of a settlement conference is to assist the parties in their efforts to negotiate a settlement of all or part of the dispute. Parties may, at any time, request a settlement conference before the judge assigned to their case; request another assigned judge or a pro tem to act as settlement officer; or may privately utilize the services of a retired judge. The court may also order a case to a mandatory settlement conference prior to trial before the court's assigned Settlement Conference Judge.

4) OTHER VOLUNTARY ADR: Parties may voluntarily stipulate to private ADR options outside the court system including private binding arbitration, private early neutral evaluation or private judging at any time by completing the "Stipulation to Alternative Dispute Resolution Process" which is included in this ADR package. Parties may also utilize mediation services offered by programs that are partially funded by the county's Dispute Resolution Programs Act. These services are available at no cost or on a sliding scale based on need. For a list of approved DRPA providers, please contact the County's DRPA program office at (810) 238-2400.

ADDITIONAL ADR INFORMATION: For more information about the Civil Mediation Program, please contact the Civil Mediation Department at (810) 515-8908. For more information about the Judicial Arbitration Program, please contact the Arbitration Office at (810) 531-3818. For more information about Settlement Conferences, please contact the Independent Calendar department to which your case is assigned. Please note that staff can only discuss ADR options and cannot give legal advice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO		FOR COURT USE ONLY
STREET ADDRESS: 330 West Broadway		
MAILING ADDRESS: 330 West Broadway		
CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827		
BRANCH NAME: Central		
PLAINTIFF(S): Vonnie Norris-Wilson		
DEFENDANT(S): Delta-T Group, Inc. et al.		
SHORT TITLE: NORRIS-WILSON VS. DELTA-T GROUP, INC.		
STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION PROCESS (CRC 3.221)		CASE NUMBER: 37-2009-00085524-CU-OE-CTL

Judge: Jay M. Bloom

Department: C-70

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|---|
| <input type="checkbox"/> Court-Refereed Mediation Program | <input type="checkbox"/> Court-Ordered Nonbinding Arbitration |
| <input type="checkbox"/> Private Neutral Evaluation | <input type="checkbox"/> Court-Ordered Binding Arbitration (Stipulated) |
| <input type="checkbox"/> Private Mini-Trial | <input type="checkbox"/> Private Reference to General Referee |
| <input type="checkbox"/> Private Summary Jury Trial | <input type="checkbox"/> Private Reference to Judge |
| <input type="checkbox"/> Private Settlement Conference with Private Neutral | <input type="checkbox"/> Private Binding Arbitration |
| <input type="checkbox"/> Other (specify): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate: (mediation & arbitration only) _____

Date: _____

Date: _____

Name of Plaintiff _____

Name of Defendant _____

Signature _____

Signature _____

Name of Plaintiff's Attorney _____

Name of Defendant's Attorney _____

Signature _____

Signature _____

(Attach another sheet if additional names are necessary). It is the duty of the parties to notify the court of any settlement pursuant to California Rules of Court, 3.1385. Upon notification of the settlement the court will place this matter on a 45-day dismissed calendar.

No new parties may be added without leave of court and all un-served, non-appearing or actions by named parties are dismissed.

IT IS SO ORDERED.

Dated: 03/10/2009

JUDGE OF THE SUPERIOR COURT

0800 CIV-JSP (Rev. 1-01)

Page 1

STIPULATION TO USE OF ALTERNATIVE DISPUTE RESOLUTION

2009 MAR 19 A 11:53
SUPERIOR COURT
SAN DIEGO COUNTY, CA

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12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SAN DIEGO
14 CENTRAL DIVISION

37-2009-00085524-CU-OE-CTL

15 Case No.: _____

VONDA NORRIS-WILSON, and
16 ABIGAIL PAPA, individually, on behalf
of other similarly situated individuals,
17 and on behalf of the general public,

18 Plaintiffs,

19 v.

21 DELTA-T GROUP, INC., DELTA-T
22 GROUP SAN DIEGO, INC., and
23 DELTA-T GROUP LOS ANGELES,
INC.,

24 Defendants.

- (1) Violation of California Wage and Hour
Laws, Cal. Labor Code §§ 510, 1194,
1198, and Cal. Wage Ord. No. 4;
(2) Waiting Time Penalties,
Cal. Labor Code §§ 201–03;
(3) Failure to Provide and/or Authorize
and Permit Meal & Rest Periods
Cal. Labor Code § 226.7, 512, and Cal.
Wage Ord. No. 4;
(4) Failure to Provide Itemized Wage
Statements, Cal. Labor Code § 226;
(5) Failure to Indemnify Expenses, Cal.
Labor Code § 2802; and
(6) Unfair Competition, Cal. Bus. & Prof.
Code § 17200, *et seq.*

25
26
27
28 JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

1 Plaintiffs Vonda Norris-Wilson and Abigail Papa, ("Plaintiffs"), on behalf of
2 themselves and all others who worked for Defendants Delta-T Group, Inc. Delta-T Group
3 San Diego, Inc., and/or Delta-T Group Los Angeles, Inc. ("Defendants") and were
4 classified as "independent contractors" (hereinafter collectively "the Class Members")
5 allege as follows:

6 **NATURE OF PLAINTIFFS' CLAIMS**

7 1. Plaintiffs bring this lawsuit pursuant to section 382 of the California Code
8 of Civil Procedure to remedy violations of the Labor Code sections 201–202, 226, 226.7,
9 510, 512, 2802, the Business & Professions Code section 17200, *et seq.*, Wage Order
10 Number 4, and other applicable state laws. Plaintiffs and the Class Members work(ed) for
11 Defendants, out of the Los Angeles and/or San Diego offices. During this time,
12 Defendants willfully and maliciously misclassified Plaintiffs and the Class Members as
13 "independent contractors," evading multiple state law requirements and resulting in a
14 failure to properly compensate workers for all time worked at the applicable rate.

15 **JURISDICTION**

16 2. This Court has jurisdiction over Plaintiffs' and the Class Members' causes
17 of actions alleged herein under section 410.10 of the Code of Civil Procedure.

18 **VENUE**

19 3. Some of the employment which is the subject of this action was performed
20 in the County of San Diego, State of California. Plaintiffs certify that venue is proper in
21 this judicial district pursuant to the Code of Civil Procedure section 395(a) and San Diego
22 Superior Court Rule 1.2.2.

23 **PARTIES**

24 4. Plaintiff Vonda Norris-Wilson is a resident of the County of San Diego in
25 the State of California, and she worked as a drug & alcohol counselor and receptionist for
26 Defendants and their clients out of Defendants' office located in San Diego, California.
27 Plaintiff works as Defendants' employee as defined by the California Wage Order
28 Number 4.

1 5. Plaintiff Abigail Papa is a resident of the County of Riverside in the State
2 of California, and she works as a temporary special education school instructor, for
3 Defendants and their clients out of Defendants' office located in San Diego, California.
4 Plaintiff works as Defendants' employee as defined by the California Wage Order
5 Number 4.

6 6. Defendant Delta-T Group, Inc. is incorporated in Pennsylvania with its
7 principle place of business in Bryn Mawr, Pennsylvania. Defendant Delta-T Group, Inc.,
8 recruits, hires, places, schedules, supervises, and compensates Plaintiffs and the Class
9 Members, who in turn provide employee services to Delta-T Group, Inc.'s clients. It
10 owns and operates sixteen offices—including one located in Los Angeles and one located
11 in San Diego—that place workers at client facilities across the state of California.
12 Defendant Delta-T Group, Inc. suffers and permits Plaintiffs and the Class Members to
13 work on behalf of it and its clients. Defendant Delta-T Group, Inc. is an "employer"
14 within the meaning of the California Wage Order Number 4.

15 7. Defendant Delta-T Group San Diego, Inc. is domiciled in San Diego,
16 California. Defendant Delta-T Group San Diego, Inc., recruits, hires, places, schedules,
17 supervises, and compensates Plaintiffs and the Class Members, who in turn provide
18 employee services to client facilities. Defendant Delta-T Group San Diego, Inc. suffers
19 and permits Plaintiffs and Class Members to work on behalf of it and its clients.
20 Defendant Delta-T Group San Diego, Inc. is an "employer" within the meaning of the
21 California Wage Order Number 4.

22 8. Defendant Delta-T Group Los Angeles, Inc. is domiciled in Los Angeles,
23 California. Defendant Delta-T Group Los Angeles, Inc., recruits, hires, places, schedules,
24 supervises, and compensates Class Members, who in turn provide employee services to
25 client facilities. Defendant Delta-T Group Los Angeles, Inc. suffers and permits Class
26 Members to work on behalf of it and its clients. Defendant Delta-T Group Los Angeles,
27 Inc. is an "employer" within the meaning of the California Wage Order Number 4.

28 //

FACTUAL BACKGROUND

9. During the applicable statutory period, Plaintiffs and the Class Members work(ed) for Defendants and their clients.

10. Although Defendants classify their workers as "independent contractors," Plaintiffs and the Class Members have acted and continue to act as employees in fact.

11. Defendants, among other things, recruit, interview, hire, place, schedule, supervise, and compensate Plaintiffs and the Class Members. Defendants maintain absolute discretion regarding where and whether to assign these workers to clients.

9 12. For each worker, Defendants select one or more clients, set hourly pay-
10 rates, create work schedules, track hours worked, maintain employment records, and
11 supervise.

12 13. Upon Information and belief, Plaintiffs and the Class Members experience
13 no opportunity for profit or loss (beyond their hourly pay rate) for the work they perform.

14 14. Upon information and belief, Defendants' clients directly pay Defendants
15 for work performed by Plaintiffs and the Class Members. In turn, Defendants compensate
16 workers after first deducting a "brokerage" fee.

17 15. Plaintiffs and the Class Members do not invest in equipment or materials to
18 perform work for Defendants or their clients. Rather, all necessary equipment and
19 materials are provided by either Defendants or their clients.

16. Defendants' sole business is the hiring and placing of workers with
facilities that experience employment needs; therefore, the services rendered by these
workers are an integral part of Defendants' business.

23 17. Upon assigning Plaintiffs and the Class Members with client facilities,
24 Defendants maintain a continuous and ongoing relationship with them. Rather than
25 collect a one-time placement/brokerage fee, Defendants receive compensation for each
26 hour that the workers perform duties for clients.

18. Upon information and belief, Defendants impede Plaintiffs' and the Class
28 Members' ability to achieve direct-employment with clients by forcing them to agree not

1 to obstruct Defendants' collection of fees until six months after the working-relationship
2 with the client expires.

3 19. Plaintiffs and the Class Members regularly and customarily work in excess
4 of forty (40) hours per week.

5 20. In turn, they are compensated at a flat hourly rate of pay for all hours
6 worked.

7 21. Defendants provide no additional compensation, such as half-time, for
8 overtime hours worked.

9 22. Using this compensation method, Defendants deny Plaintiffs and the Class
10 Members proper overtime compensation as required by California wage and hour laws.

11 23. Upon information and belief, Defendants do not provide Plaintiffs and the
12 Class Members with the appropriate meal and rest breaks.

13 24. Upon information and belief, Defendants do not provide Plaintiffs and the
14 Class Members with the appropriate itemized wage statements.

15 25. Upon information and belief, Plaintiffs and Class Members incurred
16 necessary expenditures or losses, such as those associated with driving to and from client-
17 sites, for which they were not reimbursed.

18 26. Defendants' unlawful conduct is widespread, repetitious, and consistent,
19 affecting all healthcare workers in California.

20 **CLASS ACTION ALLEGATIONS**

21 27. Plaintiffs and the Class Members hereby re-allege and incorporate the
22 foregoing paragraphs of this Complaint.

23 28. Plaintiffs seek to represent a class, pursuant to section 382 of the Code of
24 Civil Procedure, because there is a well-defined community of interest in the litigation and
25 because the proposed class is easily ascertainable.

26 29. The proposed class is defined as follows:

27 All persons who currently work or have worked in
28 California for Defendant(s) as healthcare workers from

1 March 10, 2005 to the present, and are/were classified as
2 independent contractors by Defendant(s).

3 30. Plaintiffs seek certification of this lawsuit as a class action, in order that
4 their rights and the rights of the Class Members, relating to overtime wages, punitive
5 damages, liquidated damages, prejudgment interest, and any other damages due, be
6 resolved.

7 31. This action is brought pursuant to section 382 because the Class is so
8 numerous that joinder of all members is impracticable. While the precise number of Class
9 Members has not been determined at this time, upon information and belief, Defendants
10 have registered in excess of twenty-five hundred (2,500) individuals as workers, who
11 satisfy the class definition, working out of Defendants' California offices during the
12 applicable statute of limitations.

13 32. Furthermore, those Class Members still registered with Defendants may be
14 reluctant to raise individual claims for fear of retaliation.

15 33. The issues surrounding this lawsuit present common questions of law and
16 fact, and these common questions predominate over the variations, if any, which may
17 exist between members of the Class. These common questions of law and fact include,
18 without limitation:

- 19 a) Whether Defendants misclassified Plaintiffs and the
20 Class Members as independent contractors, thus excluding
21 them from employee protections available under California
22 laws;
- 23 b) Whether Defendants have the right to exercise, and
24 do in fact exercise, a degree of control over Plaintiffs and
25 the Class Members;
- 26 c) Whether Plaintiffs and the Class Members have the
27 opportunity for profit and loss arising out of their working
28 relationship with Defendants;

- 1 d) Whether Plaintiffs and the Class Members use their
2 own tools, equipment, and supplies in performing work or
3 whether they use the tools, equipment, and supplies
4 supplied by Defendants or their clients;
5 e) Whether the work performed by Plaintiffs and the
6 Class Members constitutes an integral part of the business
7 operated by Defendants.
8 f) Whether Plaintiffs and the Class Members are non-
9 exempt employees entitled to overtime compensation for
10 overtime hours worked under the overtime pay
11 requirements of California law;
12 g) Whether Plaintiffs and the Class Members worked
13 overtime hours for which they were not compensated at the
14 applicable overtime rate;
15 h) Whether Defendants unlawfully failed to pay
16 overtime compensation, pursuant to Labor Code section
17 510 and Wage Order Number 4;
18 i) Whether Defendants' policy and practice of failing
19 to pay its employees all wages due within the time required
20 by law after their employment ends violates the Labor
21 sections 201-03;
22 j) Whether Defendants unlawfully failed to provide
23 Plaintiffs and the Class Members with the requisite meal
24 and rest breaks, Cal. Labor Code §§ 226.7, 512; Cal. Wage
25 Ord. No. 4;
26 k) Whether Defendants failed to comply with the
27 California Wage Statement Provision, Cal. Labor Code §
28 226, Cal. Wage Ord. No. 4;

- 1 l) Whether Defendants failed to indemnify Plaintiffs
2 and the Class Members for all necessary expenditures or
3 losses they incurred pursuant to Labor Code section 2802;
- 4 m) Whether Defendants' unlawful practices alleged
5 herein amounted to unfair competition in violation of the
6 California Unfair Competition Law, Cal. Bus. & Prof. Code
7 section 17200 *et seq.*; and
- 8 n) Whether Defendants' actions were "willful."

9 34. Plaintiffs' interests in the subject matter and remedy sought are typical of
10 those of the other Class Members. Plaintiffs, like other members of the Class, were
11 subjected to Defendants' policies and practices of (1) misclassifying workers, (2) refusing
12 to pay overtime and other wages owed, (3) failing to provide requisite meal and rest
13 breaks, (4) failing to properly include all necessary information on wage statements, (5)
14 failure to indemnify workers of business expenses, and (6) engaging in unfair business
15 competition in violation of California law. Plaintiffs' job duties were typical of those
16 other Class Members. Plaintiffs and the Class Members sustained injuries arising out of
17 and caused by Defendants' common course of conduct in violation of law as alleged
18 herein.

19 35. Plaintiffs are able to fairly and adequately represent and protect the
20 interests of the Class.

21 36. Plaintiffs' Counsel is competent and experienced in litigating large wage
22 and hour claims and other employment class actions.

23 37. Individual actions by each member of the class injured or affected would
24 result in a multiplicity of actions, and potentially inconsistent judgments, creating a
25 hardship to Plaintiffs, the Class Members, to the Court, and to Defendants. The damages
26 suffered by the individual Class Members are small compared to the expense and burden
27 of vigorous individual prosecution of this litigation against corporate Defendants.
28

1 Accordingly, a class action is the superior method for the fair and efficient adjudication of
2 this lawsuit and distribution of the common fund to which the Class is entitled.

3 38. Plaintiffs intend to send notice to all members of the Class to the extent
4 required by the Code of Civil Procedure.

5 **FIRST CAUSE OF ACTION**

6 **VIOLATIONS OF CALIFORNIA WAGE AND HOUR LAW**

7 (Cal. Labor Code §§ 510, 1194, & 1198, and Cal. Wage Ord. No. 4)

8 39. Plaintiffs and the Class Members allege and incorporate by reference the
9 allegations in the preceding paragraphs.

10 40. California Labor Code section 510 and California Wage Order Number 4
11 require employers to pay overtime compensation to all non-exempt employees for all
12 hours worked over forty per week, or over eight per day.

13 41. Plaintiffs and the Class Members are non-exempt employees in fact
14 entitled to proper overtime compensation for all hours worked.

15 42. Throughout the applicable statute of limitations, Plaintiffs and the Class
16 Members work(ed) in excess of eight hours in a work day and/or forty hours in a work
17 week.

18 43. During the Class Period, Defendants failed and refused to pay Plaintiffs
19 and the Class Members proper overtime compensation for overtime hours worked.

20 44. This failure violates the California Labor Code section 510 and Wage
21 Order Number 4.

22 45. As a direct and proximate result of Defendants' unlawful conduct, as set
23 forth herein, Plaintiffs and the Class have sustained damages, including loss of earnings
24 for hours of overtime worked on behalf of Defendants in an amount to be established at
25 trial, payment for prejudgment interest, and costs and attorneys' fees, pursuant to
26 California Labor Code section 1194 and other applicable law.

27 //

28 //

1 **SECOND CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(Cal. Labor Code §§ 201–03)**

4 46. Plaintiffs and the Class Members allege and incorporate by reference the
5 allegations in the preceding paragraphs.

6 47. California Labor Code sections 201, 201.3, and 202 require Defendants to
7 pay their employees all wages due within the time specified by law. If employers
8 willfully fail to timely pay such wages, the employer must continue to pay the subject
9 employees' wages until the back wages are paid in full or an action is commenced, up to a
10 maximum of thirty days of wages. Cal. Labor Code § 203.

11 48. More than thirty days have passed since Plaintiff Vonda Norris-Wilson and
12 certain Class Members left Defendants' employ.

13 49. To date, Plaintiff Vonda Norris-Wilson and those Class Members have not
14 received such compensation.

15 50. Defendants' willful and deliberate misclassification of Plaintiffs and the
16 Class Members, led to improper compensation under California law.

17 51. As a consequence of Defendants' willful conduct in not paying proper
18 compensation for all hours worked, Plaintiff Vonda Norris-Wilson and the Class
19 Members, whose employment ended during the Class Period, are entitled to thirty days
20 wages under Labor Code section 203, together with interest thereon, and attorneys' fees
21 and costs.

22 **THIRD CAUSE OF ACTION**

23 **FAILURE TO PROVIDE, AUTHORIZE AND/OR PERMIT**
24 **MEAL AND REST PERIODS**

25 **(Cal. Labor Code §§ 226.7, 512, and Cal. Wage Ord. No. 4)**

26 52. Plaintiffs and the Class Members allege and incorporate by reference the
27 allegations in the preceding paragraphs.

28 //

1 53. Employers must provide their employees with the requisite meal and rest
2 breaks when said employees work in excess of five hours in a day, and the employer must
3 provided a second meal break when employee work in excess of ten hours in a day. Cal.
4 Labor Code § 512; Cal. Wage Ord. No. 4.

5 54. Employers must authorize a ten minute rest period for every four hours
6 their employees work during a given shift. Cal. Labor Code § 226.7; Cal. Wage Ord. No.
7 4.

8 55. Employers cannot require employees to work during a meal or rest period.
9 Cal. Labor Code § 226.7.

10 56. If an employer fails to satisfy California Labor Code sections 226.7 and
11 512, then it shall pay that employee one additional hour of pay at the employee's regular
12 rate of compensation for each work day that the break was not provided.

13 57. Plaintiffs and the Class Members are employees in fact.

14 58. Plaintiffs and the Class Members routinely worked shifts long enough to
15 qualify them for the enjoyment of statutorily required meal and rest breaks.

16 59. Defendants failed to provide Plaintiffs and the Class Members with the
17 requisite meal and rest breaks. Likewise, Defendants failed to provide them with
18 premium compensation for the missed meal and rest breaks.

19 60. Plaintiffs and the Class Members are therefore entitled to payment of
20 additional wages as provided by law.

21 **FOURTH CAUSE OF ACTION**

22 **VIOLATION OF THE WAGE STATEMENT PROVISION**

23 (Cal. Labor Code § 226, and Wage Ord. No. 4)

24 61. Plaintiffs and the Class Members allege and incorporate by reference the
25 allegations in the preceding paragraphs.

26 62. Each time wages are paid, an employer shall provide each employee with a
27 wage statement itemizing, among other things, the total hours worked by the employee in
28 the pay period. Cal. Labor Code § 226(a).

1 63. The statements provided to Plaintiffs and the Class Members do not
2 accurately reflect actual gross wages earned and the total hours worked.

3 64. Defendants knowingly and intentionally fail to provide timely, accurate,
4 itemized wage statements to Plaintiffs and the Class Members in accordance with Labor
5 Code section 226.

6 65. Therefore, Plaintiffs and the Class Members are entitled to recover the
7 greater of their actual damages or a penalty of \$50 for the initial pay period in which a
8 violation occurs and \$100 per employee for each violation in a subsequent pay period (up
9 to a maximum of \$4,000), in addition to attorneys' fees and costs. Cal. Labor Code §
10 226(c).

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY EXPENSES

(Cal. Labor Code § 2802)

14 66. Plaintiffs and the Class Members allege and incorporate by reference the
15 allegations in the preceding paragraphs.

67. Section 2802 of the Labor Code prohibits an employer from making the
employee bear the burden of necessary expenditures or losses incurred in direct
consequence of either the discharge of the employee's duties, or the employee's obedience
to the directions of the employer.

20 68. Plaintiffs and the Class Members are employees in fact.

21 69. Plaintiffs and the Class Members routinely incurred necessary expenditures
22 or losses in their travels to, from, and between client-sites, running errands for
23 Defendants' clients, transporting Defendants' clients' patients, and for other costs incurred
24 in obedience to Defendants' and their clients' duties.

25 70. As a result, Defendants are liable to Plaintiffs and the Class Members for
26 these expenditures and losses and reasonable attorneys' fees and costs.

27 | 11

28 //

1 **SIXTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Cal. Bus. & Prof. Code § 17200, et seq.)**

4 71. Plaintiffs and the Class Members allege and incorporate by reference the
5 allegations in the preceding paragraphs.

6 72. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code
7 § 17200, *et seq.*, prohibits unfair competition by prohibiting, *inter alia*, any unlawful or
8 unfair business acts or practices.

9 73. Upon information and belief, Defendants commit acts of unfair
10 competition by all of the foregoing alleged conduct: by failing and refusing to
11 compensate Plaintiffs and the Class Members for all earned overtime compensation, by
12 failing to timely compensate Plaintiff Vonda Norris-Wilson and the Class Members in the
13 time defined by law, by declining to provide meal and rest break premiums when earned,
14 by failing to provide itemized wage statements, by failing to indemnify Plaintiffs and the
15 Class Members for necessary expenditures and losses, by entering into contracts in
16 violation of the Business and Professions Code section 16600, by failing to comply with
17 other state and federal laws applicable to "employers," and by engaging in other acts and
18 conduct alleged above.

19 74. Defendants' course of conduct, acts, and practices in violation of the
20 California laws mentioned in the above paragraph each constitute a separate and
21 independent violation of the UCL. Defendants' conduct described herein violates the
22 policy, spirit, and letter of such laws and otherwise significantly threatens or harms
23 competition.

24 75. As a direct and proximate result of the unfair business practices described
25 above, the general public, Plaintiffs and the Class Members have all suffered and continue
26 to suffer significant losses and Defendants have been unjustly enriched.

27 //

28 //

1 76. Pursuant to California Business and Professions Code section 17203 and
2 the Code of Civil Procedure section 1021.5, Plaintiffs and the Class Members are entitled
3 to restitutionary damages, injunctive relief, and attorneys' fees and costs.

PRAYER FOR RELIEF

5 77. WHEREFORE, the Plaintiffs and the Class Members, pray for relief as
6 follows:

- A. Certification of this action as a class action on behalf of the proposed Class;
 - B. Designation of Plaintiffs as the Class Representatives;
 - C. Appointment of Nichols Kaster, PLLP, and Nichols Kaster, LLP as class counsel and lead counsel for the Class;
 - D. Declaratory judgment that the practices complained of herein are unlawful under California state law;
 - E. Appropriate statutory penalties under the California Labor Code;
 - F. An award of damages, liquidated damages, and restitution to be paid by Defendants according to proof;
 - G. Pre-Judgment and Post-Judgment interest, as provided by law;
 - H. Such other injunctive and equitable relief as the Court may deem just and proper;
 - I. Attorneys' fees and costs of suit, including expert fees and fees pursuant to Labor Code sections 218.5, 1194, 2802(c), the Code of Civil Procedure section 1021.5, and other applicable state laws; and

1 J. An award of any further and additional relief to
2 which they may be entitled.

DEMAND FOR JURY TRIAL

4 78. Plaintiffs and the Class Members hereby demand a jury trial with respect to
5 all causes of actions and claims for which they have a right to jury trial.

Respectfully submitted,

Dated: 03/16/09

NICHOLS KASTER, PLLP

By: Rebekah L. Bailey

NICHOLS KASTER, LLP

**ATTORNEYS FOR INDIVIDUAL AND
REPRESENTATIVE PLAINTIFFS**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address) Rebekah L. Bailey, CA Bar No: 258531 -Nichols Kneller, PLLP 4600 IDS Center, 80 South Eighth Street Minneapolis, MN 55402		CM-010
		FOR COURT USE ONLY
TELEPHONE NO.: (612) 256-3200 FAX NO.: (612) 215-6870 ATTORNEY FOR (Name): Vonda Norris-Wilson, Abigail Pappn, et al. SUPERIOR COURT OF CALIFORNIA, COUNTY OF: San Diego, Central Division STREET ADDRESS: 220 West Broadway MAILING ADDRESS: CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME:		
CASE NAME: Vonda Norris-Wilson, Abigail Pappn, et al. v Delta T-Group Inc, et al.		
CIVIL CASE COVER SHEET		CASE NUMBER: JUDGE: DEPT:
<input checked="" type="checkbox"/> Unlimited <input type="checkbox"/> Limited (Amount demanded (Amount demanded is exceeds \$25,000) \$25,000 or less)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:				
<table border="0"> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Mis/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (46) <input type="checkbox"/> Other PI/PD/WD (28) <input type="checkbox"/> Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business or/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (10) <input type="checkbox"/> Intellectual property (10) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (95) <input type="checkbox"/> Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (16) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Contract <input type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (00) <input type="checkbox"/> Insurance coverage (16) <input type="checkbox"/> Other contract (37) <input type="checkbox"/> Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <input type="checkbox"/> Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (36) </td> <td style="vertical-align: top;"> <input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) <input type="checkbox"/> Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <input type="checkbox"/> Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43) </td> </tr> </table>		<input type="checkbox"/> Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (48) <input type="checkbox"/> Other PI/PD/WD (Personal Injury/Property Damage/Mis/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (46) <input type="checkbox"/> Other PI/PD/WD (28) <input type="checkbox"/> Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business or/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (10) <input type="checkbox"/> Intellectual property (10) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (95) <input type="checkbox"/> Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (16)	<input type="checkbox"/> Contract <input type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (00) <input type="checkbox"/> Insurance coverage (16) <input type="checkbox"/> Other contract (37) <input type="checkbox"/> Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <input type="checkbox"/> Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (36)	<input type="checkbox"/> Provisionally Complex Civil Litigation (Cal. 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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- Large number of separately represented parties
 - Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - Substantial amount of documentary evidence
- Large number of witnesses
 - Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify):
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date:

03/16/09

Rebekah L. Bailey

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 8 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

Auto Tort

Auto (22)-Personal Injury/Property

Damage/Wrongful Death

Uninsured Motorist (46) (*If the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage
Asbestos Personal Injury/
Wrongful DeathProduct Liability (*not asbestos or toxic/environmental*) (24)

Medical Malpractice (46)

Medical Malpractice—
Physicians & SurgeonsOther Professional Health Care
Malpractice

Other PI/PD/WD (23)

Premises Liability (*e.g., slip and fall*)Intentional Bodily Injury/PD/WD
(*e.g., assault, vandalism*)

Intentional Infliction of

Emotional Distress

Negligent Infliction of

Emotional Distress

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business

Practice (07)

Civil Rights (*e.g., discrimination, false arrest*) (*not civil harassment*) (08)Defamation (*e.g., slander, libel*) (13)

Fraud (10)

Intellectual Property (18)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice
(*not medical or legal*)

Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (30)

Other Employment (16)

Contract

Breach of Contract/Warranty (08)

Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)

Contract/Warranty Breach-Seller

Plaintiff (*not fraud or negligence*)Negligent Breach of Contract/
Warranty

Other Breach of Contract/Warranty

Collections (*e.g., money owed, open
book accounts*) (00)

Collection Case-Seller Plaintiff

Other Promissory Note/Collections
CaseInsurance Coverage (*not provisionally
complex*) (18)

Auto Subrogation

Other Coverage

Other Contract (37)

Contractual Fraud

Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)

Wrongful Eviction (33)

Other Real Property (*e.g., quiet title*) (26)

Will of Possession of Real Property

Mortgage Foreclosure

Quiet Title

Other Real Property (*not eminent
domain, landlord/tenant, or
foreclosure*)

Unlawful Detainer

Commercial (31)

Residential (32)

Drugs (38) (*If the case involves illegal
drugs, check this item; otherwise,
report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Will of Mandate (02)

Will-Administrative Mandamus

Will-Mandamus on Limited Court

Case Writ

Will-Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal-Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cat.)

Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims
(*arising from provisionally complex
case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)

Abstract of Judgment (Out of
County)Confession of Judgment (*non-
domestic relations*)

Statewide Judgment

Administrative Agency Award
(*not unpaid taxes*)Petition/Certification of Entry of
Judgment on Unpaid TaxesOther Enforcement of Judgment
Case

Miscellaneous Civil Complaint

RICO (27)

Other Complaint (*not specified
above*) (42)

Declaratory Relief Only

Injunctive Relief Only (*non-
harassment*)

Mechanic's Lien

Other Commercial Complaint

Case (*non-tort/non-complex*)Other Civil Complaint
(*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate
Governance (21)Other Petition (*not specified
above*) (43)

Civi Harassment

Workplace Violence

Elder/Dependent Adult
Abuse

Election Contest

Petition for Name Change

Petition for Relief From Late
Claim

Other Civil Petition

EXHIBIT B

ECOPY

TUE APR 28 PM 3:36

ATT. L. COO URGENT, L.A.

1 SEYFARTH SHAW LLP
2 Kenneth D. Sulzer (State Bar No. 120253)
3 John A. Van Hook (State Bar No. 205067)
4 2029 Century Park East, Suite 3300
5 Los Angeles, California 90067-3063
6 Telephone: (310) 277-7200
7 Facsimile: (310) 201-5219

5 Attorneys for Defendants
6 DELTA-T GROUP, INC., DELTA-T GROUP
7 SAN DIEGO, INC., and DELTA-T GROUP
8 LOS ANGELES, INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

12 VONDA NORRIS-WILSON, and ABIGAIL) Case No. 37-2009-00085524-CU-OE-CTL
13 PAPA, individually and on behalf of other) [Assigned to Hon. Jay M. Bloom, Dept 70]
14 members of the general public,)
15 Plaintiffs,) DEFENDANTS' ANSWER TO
16 v.) PLAINTIFFS' UNVERIFIED
17) COMPLAINT
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1 SEYFARTH SHAW LLP
2 Kenneth D. Sulzer (State Bar No. 120253)
3 John A. Van Hook (State Bar No. 205067)
4 2029 Century Park East, Suite 3300
5 Los Angeles, California 90067-3063
6 Telephone: (310) 277-7200
7 Facsimile: (310) 201-5219

8
9
10 Attorneys for Defendants
11 DELTA-T GROUP, INC., DELTA-T GROUP
12 SAN DIEGO, INC., and DELTA-T GROUP
13 LOS ANGELES, INC.

14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

17 VONDA NORRIS-WILSON, and ABIGAIL) Case No. 37-2009-00085524-CU-OE-CTL
18 PAPA, individually and on behalf of other) [Assigned to Hon. Jay M. Bloom, Dept 70]
19 members of the general public,)
20 Plaintiffs,) DEFENDANTS' ANSWER TO
21 v.) PLAINTIFFS' UNVERIFIED
22 DELTA-T GROUP, INC., DELTA-T GROUP) COMPLAINT
23 SAN DIEGO, INC., and DELTA-T GROUP) Complaint Filed: March 18, 2009
24 LOS ANGELES, INC.,) Trial Date: None
25 Defendants.)
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29 TO THE COURT, THE PARTIES AND THEIR ATTORNEYS OF RECORD:

30 Defendants Delta-T Group, Inc., Delta-T Group San Diego, Inc., and Delta-T Group Los
31 Angeles, Inc. ("Defendants"), hereby answer the unverified Complaint (the "Complaint") of
32 Plaintiffs Vonda Norris-Wilson and Abigail Papa ("Plaintiffs") as follows:

33 Pursuant to the provisions of California Code of Civil Procedure section 431.30(d),
34 Defendants deny, generally and specifically, each and every allegation, statement, matter and
35 each purported cause of action contained in the Complaint, and without limiting the generality of
36 the foregoing, deny, generally and specifically, that Plaintiffs, or any member of the putative
37
38

DEFENDANTS' ANSWER TO PLAINTIFFS' COMPLAINT

LAI 6783671.1

1 class, has been damaged in the manner or sums alleged, or in any way at all, by reason of any
2 acts or omissions of Defendants.

3 In further answer to the Complaint, and as separate and distinct affirmative defenses to
4 the purported causes of action set forth in the Complaint, Defendants allege as follows:

5 **FIRST AFFIRMATIVE DEFENSE**

6 **(Failure to State a Cause of Action)**

7 The Complaint, and each cause of action therein, fails to state facts sufficient to constitute
8 any cause of action against Defendants.

9 **SECOND AFFIRMATIVE DEFENSE**

10 **(Waiver/EstoppeL)**

11 Plaintiffs' Complaint, and each cause of action therein, are barred by the doctrines of
12 waiver and estoppel.

13 **THIRD AFFIRMATIVE DEFENSE**

14 **(Laches)**

15 Plaintiffs' Complaint, and each cause of action therein, are barred by the doctrine of
16 laches.

17 **FOURTH AFFIRMATIVE DEFENSE**

18 **(Consent)**

19 Plaintiffs' Complaint, and each cause of action therein, are barred because Plaintiffs
20 consented to all of Defendants' actions.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 **(Unclean Hands)**

23 Plaintiffs' Complaint, and each cause of action therein, are barred by the doctrine of
24 unclean hands.

1 **SIXTH AFFIRMATIVE DEFENSE**

2 **(Statute of Limitations)**

3 Plaintiffs' Complaint, and each cause of action therein, are barred by the applicable
4 statutes of limitations, including but not limited to California Code of Civil Procedure sections
5 338 and 340, and California Business & Professions Code section 17208.

6 **SEVENTH AFFIRMATIVE DEFENSE**

7 **(Good Faith Dispute)**

8 Plaintiffs are not entitled to any penalty award under section 203 of the California Labor
9 Code since, at all times relevant and material herein, Defendants did not willfully fail to comply
10 with the compensation provisions of the California Labor Code section 200, *et seq.*, but rather
11 acted in good faith, and there exists a good faith dispute that any wages are due to Plaintiffs.

13 **EIGHTH AFFIRMATIVE DEFENSE**

14 **(Accord and Satisfaction)**

15 Plaintiffs' claims are barred pursuant to an accord and satisfaction.

16 **NINTH AFFIRMATIVE DEFENSE**

17 **(Release)**

18 Plaintiffs' and/or the putative class action members' claims are barred because to the
19 extent they have executed a valid and enforceable general release of Defendants.

21 **TENTH AFFIRMATIVE DEFENSE**

22 **(Res Judicata)**

23 Plaintiffs' claims are barred by the doctrine of *res judicata* to the extent they were
24 asserted, or could have been asserted, in previous litigation brought by, or on behalf of, Plaintiffs
25 against Defendants.

1 **ELEVENTH AFFIRMATIVE DEFENSE**

2 **(No Section 17200 Standing)**

3 Plaintiffs' claims under Business & Professions Code section 17200, *et seq.*, are barred to
4 the extent that Plaintiffs lack standing to sue pursuant to Business & Professions Code sections
5 17203 and 17204.

6 **TWELFTH AFFIRMATIVE DEFENSE**

7 **(No Recovery under Section 17200)**

8 Plaintiffs improperly seek through their cause of action under Business & Professions
9 Code section 17200 to recover statutory penalties or other monies that are not recoverable under
10 this statute.

12 **THIRTEENTH AFFIRMATIVE DEFENSE**

13 **(Injunctive Relief Barred)**

14 To the extent Plaintiffs purport to bring a claim for injunctive relief, Plaintiffs' claims are
15 barred because Plaintiffs have an adequate and complete remedy at law and/or Plaintiffs cannot
16 make the requisite showing to obtain injunctive relief in a labor dispute under California Labor
17 Code section 1138.1, *et seq.*

18 **FOURTEENTH AFFIRMATIVE DEFENSE**

19 **(Independent Contractor Status)**

20 Plaintiffs' causes of action brought under the California Labor Code are barred because
21 Plaintiffs were not employed by Defendants. Instead, Plaintiffs provided services as independent
22 contractors to clients of Defendants.

24 **PRAYER**

25 WHEREFORE, Defendants pray for judgment against Plaintiffs as follows:

- 26 1. That Plaintiffs take nothing by their Complaint;
27 2. That judgment be entered in favor of Defendants and against Plaintiffs on all
28 causes of action;

- 1 3. That Defendants be awarded reasonable attorneys' fees and costs according to
2 proof; and
3 4. That Defendants be awarded such other and further relief as the Court may deem
4 appropriate.

5 DATED: April 29, 2009

SEYFARTH SHAW LLP

6 By _____
7

8 Kenneth D. Gulzer
9 Attorneys for Defendants
10 DELTA-T GROUP, INC., DELTA-T
GROUP SAN DIEGO, INC., and DELTA-T
GROUP LOS ANGELES, INC.

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2 STATE OF CALIFORNIA }
3 COUNTY OF LOS ANGELES } ss
4

I am a resident of the State of California, over the age of eighteen years, and not a party
to the within action. My business address is Seyfarth Shaw LLP, 2029 Century Park East, Suite
3300, Los Angeles, California 90067-3063. On April 29, 2009, I served the within documents:

6 DEFENDANTS' ANSWER TO PLAINTIFFS' UNVERIFIED COMPLAINT

- 7 by placing the document(s) listed above in a sealed envelope with postage thereon
8 fully prepaid, in the United States mail at Los Angeles, California addressed as set
forth below.
9
10 by personally delivering the document(s) listed above to the person(s) at the
address(es) set forth below.
11
12 by transmitting the document(s) listed above, electronically, via the e-mail addresses
set forth below.

13 NICHOLS KASTER, PLLP
14 Paul J. Lukas
15 Michele R. Fisher
16 Rebekah L. Bailey
17 4600 IDS Center
18 80 South Eighth Street
19 Minneapolis, MN 55402
20 Tel: (612) 256-3200
21 Fax: (612) 215-6870

NICHOLS KASTER, LLP
Matthew C. Helland
One Embarcadero Center, Ste. 720
San Francisco, CA 94111
Tel: (415) 277-7235
Fax: (415) 277-7238

22 I am readily familiar with the firm's practice of collection and processing correspondence
for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same
day with postage thereon fully prepaid in the ordinary course of business. I am aware that on
motion of the party served, service is presumed invalid if postal cancellation date or postage
meter date is more than one day after the date of deposit for mailing in affidavit.

23 I declare under penalty of perjury under the laws of the State of California that the above
24 is true and correct.

25 Executed on April 29, 2009, at Los Angeles, California.


Dolores Scozzesi

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28

EXHIBIT C

ECOPY

BY FAX

1 SEYFARTH SHAW LLP
2 Kenneth D. Sulzer (State Bar No. 120253)
3 John A. Van Hook (State Bar No. 205067)
4 2029 Century Park East, Suite 3300
5 Los Angeles, California 90067-3063
6 Telephone: (310) 277-7200
7 Facsimile: (310) 201-5219

5 Attorneys for Defendants
6 DELTA-T GROUP, INC., DELTA-T GROUP
7 SAN DIEGO, INC., and DELTA-T GROUP
8 LOS ANGELES, INC.

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

12 VONDA NORRIS-WILSON, and ABIGAIL) Case No. 37-2009-00085524-CU-OE-CTL
13 PAPA, individually and on behalf of other) Assigned to Hon. Jay M. Bloom, Dept. 70
14 members of the general public,)
15 Plaintiffs,) PEREMPTORY CHALLENGE
16 v) [C.C.P. § 170.6]
17 DELTA-T GROUP, INC., DELTA-T GROUP) Complaint Filed: March 18, 2009
18 SAN DIEGO, INC., and DELTA-T GROUP) Trial Date: None
19 LOS ANGELES, INC.)
20 Defendants.)
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26 I, John A. Van Hook, declare as follows:

27 1. I am an attorney in good standing in the State of California and am an associate
28 with the law firm of Seyfarth Shaw LLP, attorneys of record for Defendants Delta-T Group, Inc.,
Delta-T Group San Diego, Inc., and Delta-T Group Los Angeles, Inc. (collectively
"Defendants"). I make the following declaration on the basis of my own knowledge and, if
called upon to do so, can testify to the following facts.
LA1 6783675.1

PEREMPTORY CHALLENGE

1 SEYFARTH SHAW LLP
2 Kenneth D. Sulzer (State Bar No. 120253)
3 John A. Van Hook (State Bar No. 205067)
4 2029 Century Park East, Suite 3300
5 Los Angeles, California 90067-3063
6 Telephone: (310) 277-7200
7 Facsimile: (310) 201-5219

8
9 Attorneys for Defendants
10 DELTA-T GROUP, INC., DELTA-T GROUP
11 SAN DIEGO, INC., and DELTA-T GROUP
12 LOS ANGELES, INC.

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14
15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION

17 VONDA NORRIS-WILSON, and ABIGAIL) Case No. 37-2009-00085524-CU-OE-CTL
18 PAPA, individually and on behalf of other) Assigned to Hon. Jay M. Bloom, Dept. 70
19 members of the general public,)
20 Plaintiffs,) PEREMPTORY CHALLENGE
21 v.) [C.C.P. § 170.6]
22 DELTA-T GROUP, INC., DELTA-T GROUP) Complaint Filed: March 18, 2009
23 SAN DIEGO, INC., and DELTA-T GROUP) Trial Date: None
24 LOS ANGELES, INC.,)
25 Defendants.)
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I, John A. Van Hook, declare as follows:

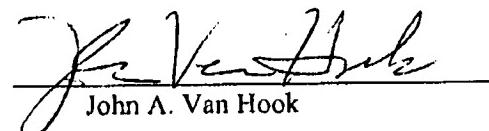
1. I am an attorney in good standing in the State of California and am an associate
2. with the law firm of Seyfarth Shaw LLP, attorneys of record for Defendants Delta-T Group, Inc.,
3. Delta-T Group San Diego, Inc., and Delta-T Group Los Angeles, Inc. (collectively
4. "Defendants"). I make the following declaration on the basis of my own knowledge and, if
5. called upon to do so, can testify to the following facts.

1 2. I believe that the judge to whom the trial of the instant action has been assigned is
2 prejudiced against the interests of Defendants and/or its attorneys, so that I believe Defendants
3 cannot have a fair and impartial trial before said judge.

4 3. This peremptory challenge was filed within the time limits set forth in Code of
5 Civil Procedure section 170.6 and Government Code section 68616.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct.

8 Executed April 29, 2009 at Los Angeles, California.

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11 John A. Van Hook
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PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES)
SS

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Seyfarth Shaw LLP, 2029 Century Park East, Suite 3300, Los Angeles, California 90067-3063. On April 29, 2009, I served the within documents:

PEREMPTORY CHALLENGE

[C.C.P. § 170.6]

- 8 by placing the document(s) listed above in a sealed envelope with postage thereon
9 fully prepaid, in the United States mail at Los Angeles, California addressed as set
10 forth below.

11 by personally delivering the document(s) listed above to the person(s) at the
12 address(es) set forth below.

11 by transmitting the document(s) listed above, electronically, via the e-mail addresses
12 set forth below.

13 NICHOLS KASTER, PLLP
14 Paul J. Lukas, MN
15 Michele R. Fisher
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17 4600 IDS Center
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Helland @nka.com
One Embarcadero Center, Ste. 720
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22 I declare under penalty of perjury under the laws of the State of California that the above
is true and correct.

Executed on April 29, 2009, at Los Angeles, California.

Dolores Scozzesi

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

TEMI BAMGBOSE, individually and on behalf of other similarly situated individuals, : Case No.: 2:09-cv-00667-MAM
Plaintiffs, :
v. :
DELTA-T GROUP, INC., its predecessors, successors, subsidiaries, and/or assigns, :
DELTA-T GROUP SOCIAL SERVICE, :
STAFFING, INC. and DOES 1 through 4, :
Defendants. :

NOTICE OF CONSENT FILING

PLEASE BE ON NOTICE, that pursuant to 29 U.S.C. § 216, Plaintiff(s) hereby file the attached Consent Form(s) for the following person(s):

Wilson Vonda

Respectfully submitted,

CONSOLE LAW OFFICES LLC

Dated: March 5, 2009

s/Laura C. Mattiacci
LAURA C. MATTIACCI, PA Bar No. 89643
1525 Locust Street, 9th Floor
Philadelphia, PA 19102
(215) 545-7676
mattiacci@consolelaw.com

NICHOLS KASTER, PLLP
Paul J. Lukas, MN Bar 22084X
Michele R. Fisher, MN Bar No. 303069
Rebekah L. Bailey, CA Bar No. 258551
4600 IDS Center, 80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 256-3200
Fax: (612) 218-4870

**ATTORNEYS FOR PLAINTIFFS AND THE PUTATIVE
CLASS MEMBERS**

DELTA-T GROUP

PLAINTIFF CONSENT FORM

I hereby consent to make a claim against Delta-T Group for overtime pay. During the past three years, I worked as a healthcare professional for Delta-T Group. I often worked over 40 hours per week and was only paid my standard hourly rate for this time. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against Delta-T Group.

Sonda Norris Wilson
Signature

11/13/08
Date

Sonda Norris Wilson
Print Name

REDACTED

Fax, Mail or Email to:

Nichols Kaster, PLLP
Attn: Michele R. Fisher
4600 IDS Center, 80 South Eighth Street
Minneapolis, MN 55402-2242
Fax: (612) 215-6870
Toll Free Telephone: (877) 448-0492
Email: fisher@nka.com
Web: www.overtimecases.com

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

TEMI BAMGBOSE, individually and on behalf of other similarly situated individuals, : Case No.: 2:09-cv-00667-MAM
Plaintiffs, :
v. :
DELTA-T GROUP, INC., its predecessors, successors, subsidiaries, and/or assigns, :
DELTA-T GROUP SOCIAL SERVICE, :
STAFFING, INC. and DOES 1 through 4, :
Defendants. :

NOTICE OF CONSENT FILING

PLEASE BE ON NOTICE, that pursuant to 29 U.S.C. § 216, Plaintiff(s) hereby file the attached Consent Form(s) for the following person(s):

Benjamin	Courtney
Campbell	Heather
Cooper,III	Theodore
Gavin	Robert
Greenberg	Andrea
McRavion	Beth
Muhammad	Bruce
Noel	Keva
Norris	Denise
Norris	Shabon
Papa	Abigail
Smith	LaDawne

Respectfully submitted,

Dated: 2/20/09

CONSOLE LAW OFFICES LLC

Laura C. Mattiacci/DB

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Fax: (612) 218-4870

ATTORNEYS FOR PLAINTIFFS AND THE PUTATIVE
CLASS MEMBERS

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CERTIFICATE OF SERVICE

I hereby certify that on February 20, 2009, I caused the following document(s):

Notice of Consent Filing

to be filed electronically with the Clerk of Court through ECF. These document(s) will subsequently be served by messenger upon the following:

Delta-T Group, Inc.
101 S. Bryn Mawr Ave., Ste 170
Bryn Mawr, PA 19010-0

Delta-T Group Social Service Staffing, Inc.
101 S. Bryn Mawr Ave., Ste 170
Bryn Mawr, PA 19010-0

Dated: February 20, 2009

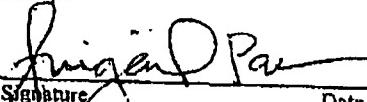
CONSOLE LAW OFFICES LLC

Laura C. Mattiacci/JB
LAURA C. MATTIACCI, PA Bar No. 89643
1525 Locust Street, 9th Floor
Philadelphia, PA 19102
(215) 545-7676
mattiacci@consolelaw.com

REDACTED

DELTA-T GROUP
PLAINTIFF CONSENT FORM

I hereby consent to make a claim against Delta-T Group for overtime pay. During the past three years, I worked as a healthcare professional for Delta-T Group. I often worked over 40 hours per week and was only paid my standard hourly rate for this time. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against Delta-T Group.


Signature _____ Date 1.17.08
ABIGAIL PAPA
Print Name

REDACTED

Fax, Mail or Email to: Nichols Kaster, PLLP
Attn: Michele R. Fisher
4600 IDS Center, 80 South Eighth Street
Minneapolis, MN 55402-2242
Fax: (612) 215-6870
Toll Free Telephone: (877) 448-0492
Email: fisher@nka.com
Web: www.overtimecases.com

PROOF OF SERVICE

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
SS

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Seyfarth Shaw LLP, 2029 Century Park East, Suite 3300, Los Angeles, California 90067-3063. On April 30, 2009, I served the within documents:

**NOTICE OF REMOVAL OF CIVIL ACTION; DECLARATION OF
SCOTT MCANDREWS**

7 by placing the document(s) listed above in a sealed envelope with postage thereon
8 fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.

9 by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

1

11 by transmitting the document(s) listed above, electronically, via the e-mail addresses set forth below.

1

NICHOLS KASTER, PLLP
Paul J. Lukas
Michele R. Fisher
Rebekah L. Bailey
4600 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
Tel: (612) 256-3200
Fax: (612) 215-6870

NICHOLS KASTER, LLP
Matthew C. Helland
One Embarcadero Center, Ste. 720
San Francisco, CA 94111
Tel: (415) 277-7235
Fax: (415) 277-7238

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 30, 2009, at Los Angeles, California.

Dolores Scozzesi

JS 44 (Rev. 12/07)

CIVIL COVER SHEET**BY FAX**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

VONDA NORRIS-WILSON and ABIGAIL PAPA

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Paul J. Lukas, Michele R. Fisher, Nichols Kaster, PLLP, 4600 IDS Center, 80 South 8th St., Minn., MN 55402 (612) 256-3200

DEFENDANTS

2009 APR 30 PM 3:18

DELTA-T GROUP, INC., DELTA-T GROUP SAN DIEGO, INC., and DELTA-T GROUP LOS ANGELES, INC.

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

'09 CV 0916 LAB

RBB

Gerald J. Maatman, Jr., Kenneth D. Sulzer, John A. Van Hook, Seyfarth Shaw LLP, 2029 Century Park East, L.A., CA 90067

II. BASIS OF JURISDICTION (Place an "X" in One Box Only) 1 U.S. Government Plaintiff 3 Federal Question
(U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity
(Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State

PTF

DEF

C

Incorporated or Principal Place of Business In This State

PTF

DEF

Citizen of Another State

C

D

Incorporated and Principal Place of Business In Another State

C

D

Citizen or Subject of a Foreign Country

C

D

Foreign Nation

C

D

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT

- 110 Insurance
- 120 Marine
- 130 Miller Act
- 140 Negotiable Instrument
- 150 Recovery of Overpayment & Enforcement of Judgment
- 151 Medicare Act
- 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- 153 Recovery of Overpayment of Veteran's Benefits
- 160 Stockholders' Suits
- 190 Other Contract
- 195 Contract Product Liability
- 196 Franchise

PERSONAL INJURY

- 310 Airplane
- 315 Airplane Product Liability
- 320 Assault, Libel & Slander
- 330 Federal Employers' Liability
- 340 Marine
- 345 Marine Product Liability
- 350 Motor Vehicle
- 355 Motor Vehicle Product Liability
- 360 Other Personal Injury

PERSONAL INJURY

- 362 Personal Injury - Med. Malpractice
- 365 Personal Injury - Product Liability
- 368 Asbestos Personal Injury Product Liability
- 370 Other Fraud
- 371 Truth in Lending
- 380 Other Personal Property Damage
- 385 Property Damage
- 390 Other Product Liability

REAL PROPERTY

- 210 Land Condemnation
- 220 Foreclosure
- 230 Rent Lease & Ejectment
- 240 Torts to Land
- 245 Tort Product Liability
- 290 All Other Real Property

CIVIL RIGHTS

- 441 Voting
- 442 Employment
- 443 Housing/ Accommodations
- 444 Welfare
- 445 Amer. w/Disabilities - Employment
- 446 Amer. w/Disabilities - Other
- 440 Other Civil Rights

PRISONER PETITIONS

- 510 Motions to Vacate Sentence
- 530 General
- 535 Death Penalty
- 540 Mandamus & Other
- 550 Civil Rights
- 555 Prison Condition

FORFEITURE/PENALTY

- 610 Agriculture
- 620 Other Food & Drug Med. Malpractice
- 625 Drug Related Seizure of Property 21 USC 881
- 630 Liquor Laws
- 640 R.R. & Truck
- 650 Airline Regs.
- 660 Occupational Safety/Health
- 690 Other

BANKRUPTCY

- 422 Appeal 28 USC 158
- 423 Withdrawal 28 USC 157

PROPERTY RIGHTS

- 820 Copyrights
- 830 Patent
- 840 Trademark

LABOR

- 710 Fair Labor Standards Act
- 720 Labor/Mgmt. Relations
- 730 Labor/Mgmt. Reporting & Disclosure Act
- 740 Railway Labor Act
- 790 Other Labor Litigation
- 791 Empl. Ret. Inc. Security Act

SOCIAL SECURITY

- 861 HIA (1395ff)
- 862 Black Lung (923)
- 863 DIWC/DIWW (405(g))
- 864 SSID Title XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS

- 870 Taxes (U.S. Plaintiff or Defendant)
- 871 IRS—Third Party 26 USC 7609

OTHER STATUTES

- 400 State Reapportionment
- 410 Antitrust
- 430 Banks and Banking
- 450 Commerce
- 460 Deportation
- 470 Racketeer Influenced and Corrupt Organizations
- 480 Consumer Credit
- 490 Cable/Sat TV
- 810 Selective Service
- 850 Securities/Commodities/ Exchange
- 875 Customer Challenge 12 USC 3410
- 890 Other Statutory Actions
- 891 Agricultural Acts
- 892 Economic Stabilization Act
- 893 Environmental Matters
- 894 Energy Allocation Act
- 895 Freedom of Information Act
- 900 Appeal of Fee Determination Under Equal Access to Justice
- 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation 7 Appeal to District Judge from Magistrate Judgment**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity).
Notice of Removal-28 U.S.C. sec. 1332, 1441 and 1453 (Class Action Fairness Act).Brief description of cause:
Plaintiff's allege Labor Code violations.**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No**VIII. RELATED CASE(S)**

IF ANY

(See instructions.)

JUDGE Eastern District of Pennsylvania

DOCKET NUMBER 2:09-cv-00667-MAM

DATE

04/30/2009

SIGNATURE OF ATTORNEY OF RECORD

John A. Van Hook

FOR OFFICE USE ONLY

RECEIPT # 00786

AMOUNT 350

APPLYING IFP

JUDGE

MAG. JUDGE

4/30/09

J

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS000286
Cashier ID: sramirez
Transaction Date: 04/30/2009
Payer Name: NATIONWIDE LEGAL

CIVIL FILING FEE
For: NORRIS-WILSON, ET AL V. DELTA
Case/Party: D-CAS-3-09-CV-000916-001
Amount: \$350.00

CHECK
Check/Money Order Num: 107362
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.